

Replies of Pre-bid queries

NHIDCL/Infra/MMLP(J)/Transaction Advisor/2024/

Date: 06.01.2025

To

All respective Bidders,

Sub: Selection of Transaction Advisor for Development and Operations of Multi-modal Logistics Park at Jogighopa in PPP Mode- **Replies of Pre-bid queries-reg.**

Ref: Tender ID: 2024_NHIDC_835501_1

Sir/Madam,

Please find the reply of the pre-bid queries on the above-mentioned subject as detailed below:

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply
1.	Section 2 Instructions to Bidders Clause 2.1.10	Joint Venture or Consortium is not permitted	We request you to allow participation of Joint venture or Consortium, this will also allow pooling competencies and resources to provide the best offer to you.	Refer Corrigendum No III.
2.	Table 2: Technical Evaluation Criteria	A. Annual turnover A1 Average annual turnover of the Bidder in last 3 (three) financial years (FY 2021-22, 2022-23 and 2023-24) from Consulting & Advisory Services in India (excluding revenues from audit & tax related services)	The Consultants' requests the client to allow subsidiary / group company to use credentials of the group / parent company / subsidiary project / financial credentials wherein the parent has a minimum holding of 99% in the subsidiary / group company and vice versa MNC registered in India act as local representatives their foreign counterparts to ensure a better deliver mechanism.	Refer Corrigendum No III

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply
3.	General	Bid Submission End Date: 10-Dec-2024 03:00 PM	We request you to kindly provide 3 weeks' time extension for the submission of competitive and comprehensive proposal.	Refer Corrigendum No III.
4.	Table1: Minimum Qualification Criteria 5. Bid Security	Bid Security: The Bidder shall furnish as part of its Proposal, a bid security of Rs. 2,00,000 (Two Lacs only) in the form of e-Bank Guarantee (e-BG) or may be deposited through online facility provided by the IndusInd Bank in favour of National Highways & Infrastructure Corporation Ltd. payable at New Delhi valid, for a minimum period of 225 days (i.e. 45 days beyond the validity of the bid).	Our firm is a Start-up and is recognized by DPIIT and is a registered MSME, which allows exemption from pre-qualification criteria such as Bid Security Fee. We kindly request the authority to consider exempting us from the payment of Bid Security fee and other required fee for this bid/project.	Refer Corrigendum No III
5.	Table1: Minimum Qualification Criteria 3. Financial Capacity	Bidder to be an organization with a minimum average annual turnover of more than INR 100 Cr from Consulting and Advisory Services in India in last 3 years (FY 2021-22, FY 2022-23 and FY 2023-24).	Our firm is a Start-up and is recognized by DPIIT and is a registered MSME, which allows exemption from pre-qualification criteria such as minimum turnover requirements. We request the authority to consider reducing the average annual turnover for the last three preceding consecutive financial years ((i.e., 2021-22 ,2022-23 & 2023-24) to INR 3 Crore.	As per RFP.
6.	5.6 Teaming Arrangement	Support Analysts (2 No – to be stationed at Client's Office)	We request this criterion be waived as the team will be regularly visiting the site following each submission and more if required, and will remain in constant communication with the client as and	As per RFP.

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			when required without compromising the quality of work.	
7.	Table-2: Technical Evaluation Criteria (Refer Clause 2.7.2, Clause 2.8, Clause 2.9.6 of Section 2), Point No. A1, Page no. 23	<p>Financial capacity: Bidder to be an organization with a minimum average annual turnover of more than INR 100 Cr from Consulting and Advisory Services in India in last 3 years (FY 2021-22, FY 2022-23 and FY 2023-24).</p> <ul style="list-style-type: none"> • INR 100 Cr. to less than INR 150Cr. (3 marks) • INR 150Cr. to less than INR 200 Cr. (6 marks) • INR 200 Cr. to less than INR 250 Cr. (9 marks) • INR 250 Cr. to less than INR 300 Cr. (12 marks) • INR 300 Cr. and above (15 marks) 	<p>Department of Economic Affairs, Ministry of Finance, Govt. of India vide RFQ dated 31.05.2010 has formulated detailed guidelines for selection of consultant wherein, it has benchmarked the Turnover at Rs 20 crores only. (Copy attached)</p> <p>Rs. 20 Crores is a reasonable threshold to ensure a fair participation resulting into a competitive bid.</p> <p>In light of the above, we request you to kindly relax the criteria to Rs. 20 Crores as this can also be in line with the financial criteria set by the Department of Economic Affairs for selection of consultants. The above suggested amendment shall ensure maximum participation in best values to NHIDCL.</p> <ul style="list-style-type: none"> • INR 20 Cr. to less than INR 30 Cr. (3 marks) • INR 30 Cr. to less than INR 40 Cr. (6 marks) • INR 40 Cr. to less than INR 50 Cr. (9 marks) • INR 50 Cr. to less than INR 60 Cr. (12 marks) • INR 60 Cr. and above (15 marks) 	As per RFP

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply
			Kindly amend the Turnover Criteria for better participation.	
8.	Table-2: Technical Evaluation Criteria (Refer Clause 2.7.2, Clause 2.8, Clause 2.9.6 of Section 2), Point No. B1, Page no. 23	Number of transaction advisory assignments completed in Transport / Logistics Sector with Government Authority (Centre or State/PSUs) or their agencies in India in the Last 07 years from bid due date with minimum work order value of INR 1 Cr.	<p>Number of transaction advisory assignments completed in Transport / Logistics Sector with Government Authority (Centre or State/PSUs) or their agencies in India in the Last 10 years from bid due date with minimum work order value of INR 1 Cr.</p> <p>Work Order Value should not be considered for eligibility. Since the value is usually based on competitive bidding / and / or negotiation, the criteria of fees received / receivable should not be considered for qualification / evaluation.</p> <p>Kindly amend the clause for better participation.</p>	Refer Corrigendum No III
9.	Section 2. Instructions to Bidders, page no.7	2.1.10 Joint venture or Consortium is not permitted.	We request the Client allow a JV / Consortium (Lead + JV).	Refer Corrigendum No III
10.	2.7.1 Document in support of proof of eligibility, page no.12	d) Firm's relevant experience and performance for the completed assignments / eligible projects related to Transaction Services in Transport / Logistics sector for the last 7 years:	<p>We request the client to consider last 15 years eligible projects instead of limiting to last 7 years because in previous RFP's also allowed last 15 years credentials.</p> <p>We also request the client to allow Transaction advisory Services in area</p>	As per RFP.

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply
			planning sector, real estate sector, infrastructure sector etc.	
11.	2.7.2 Technical Proposal, page no.13	(c) Firm's relevant experience and performance for the completed assignments / eligible projects related to Transaction Advisory Services in Transport / Logistics sector with Government Authority-Centre/ State/ or their agencies in India for the last 7 years:	We request the client to also consider eligible projects related to Transaction advisory Services in area planning sector, real estate sector, infrastructure sector etc., with private clients in last 15 years instead of limiting to last 7 years because in previous RFP's also allowed last 15 years credentials.	As per RFP.
12.	2.7.2 Technical Proposal, page no.13	d) Firm's relevant experience and performance for the completed assignments / eligible projects related to preparation of Pre-feasibility / Feasibility Report including PPP structuring, preparation of bid documents and assist Client in Bid Process Management for selection of Developer / Concessionaire for an infrastructure project (all activities in a single project), (project cost should exclude the cost of land), in India in last 7 years from Proposal Due Date.	We request the client to consider last 15 years eligible projects instead of limiting to last 7 years because in previous RFP's also allowed last 15 years credentials.	As per RFP.
13.	2.9.8 Combined and Final Evaluation, page no.16	Technical Weightage WTech: 80% Financial Weightage WFin: 20%	To encourage more no. of firms participation, we request the client to amend QCBS from 80:20 to 70:30 criteria.	As per RFP.
14.	2.15 Tentative schedule for	Proposal due Date & time: 10.12.2024	To prepare good competitive bids, we request the client give a timeframe of at	Refer Corrigendum No III

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply
	selection process, page no.16		least 3 weeks for a bid submission from the date of release of pre-bid clarifications.	
15.	2.16 Data Sheet, page no.22	Table-1: Minimum Qualification Criteria; Technical capacity: Bidder should have completed 2 assignments related to Transaction Advisory services in Transport / Logistics sector in India in the last 07 years with a minimum work order value (inclusive of taxes) of INR 1 Cr each.	We request the client to also consider eligible projects related to Transaction advisory Services in area planning sector, real estate sector, infrastructure sector etc., in last 15 years instead of limiting to last 7 years with minimum work order value of INR 30 Lakhs and above.	Refer Corrigendum No III
16.	2.16 Data Sheet, page no.22	Table-1: Minimum Qualification Criteria; Technical capacity: Supporting documents to be submitted: Work Order along with the Completion Certificate issued by the Authority.	In the absence of completion certificates from the client, we request the client to also consider Chartered Accountant (CA) certificate stating project details, year of completion etc.	Refer Corrigendum No III
17.	2.16 Data Sheet, page no.23	Table-2: Technical Evaluation Criteria: B. Experience of Transaction Advisory in Transport / Logistical sectors.; B1 - Number of transaction advisory assignments completed in Transport / Logistics Sector with Government Authority (Centre or State/PSUs) or their agencies in India in the Last 07 years from bid due date with	We request the client to also consider eligible projects related to Transaction advisory Services in area planning sector, real estate sector, infrastructure sector etc., with private clients in last 15 years instead of limiting to last 7 years with minimum work order value of INR 30 Lakhs and above.	Refer Corrigendum No III

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		minimum work order value of INR 1 Cr.		
18.	2.16 Data Sheet, page no.23	B2 - Experience of preparation of Prefeasibility / Feasibility Report including PPP structuring, preparation of bid documents and assist Client in Bid Process Management for selection of Developer / Concessionaire for an infrastructure project (all activities in a single project), with a minimum project cost of Rs. 250 Crores without cost of land, in India in last 7 years from Proposal Due Date	We request the client to consider last 15 years eligible projects instead of limiting to last 7 years because in previous RFP's also allowed last 15 years credentials.	As per RFP.
19.	Section 5. Terms of Reference, page no.52	5.6 Teaming Arrangements; S.no 1 – Project Director cum PPP Expert: Graduate in Engineering with Masters in Finance / CA / CMA	We request the client to also consider any graduate with Masters in Management / Economics / MBA / Planning / PGDM or Equivalent etc., as educational qualification criteria for Project Director cum PPP Expert	Refer Corrigendum No III
20.	Section 5. Terms of Reference, page no.52	5.6 Teaming Arrangements; S.no 2 – Technical Expert I Infrastructure Financing Expert: Bachelor's degree in Engineering with Masters in Finance or Equivalent	We request the client to also consider any graduate with Masters in Management / Economics / MBA / Planning / PGDM or Equivalent etc., as educational qualification criteria for Technical Expert I Infrastructure Financing Expert.	Refer Corrigendum No III

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply
21.	Section 5. Terms of Reference, page no.52	5.6 Teaming Arrangements; S.no 3 – Technical Expert II Transport / Logistical Infrastructure Expert: Bachelor's degree in Engineering with Masters in Management / Engineering or Equivalent	We request the client to also consider any graduate with Masters in Management / Economics / MBA / Planning / PGDM or Equivalent etc., as educational qualification criteria for Technical Expert II Transport / Logistical Infrastructure Expert.	Refer Corrigendum No III
22.	Section 5. Terms of Reference, page no.53	5.6 Teaming Arrangements; S.no 4 – Procurement & Contract Management Expert: Bachelor's degree in Engineering with Masters in Law / Management / equivalent	We request the client to also consider any graduate with Masters in Management / MBA / Planning / PGDM or Equivalent etc., as educational qualification criteria for Procurement & Contract Management Expert.	Refer Corrigendum No III
23.	Section 5. Terms of Reference, page no.53	5.6 Teaming Arrangements; S.no 6 – Support Analysts (2 No – to be stationed at Client's Office): Bachelor's degree in Engineering with Masters in Management / Finance / equivalent	We request the client to also consider any graduate with Masters in Management / MBA / Planning / PGDM or Equivalent etc., as educational qualification criteria for Support Analysts.	As per RFP.
24.	X. Clause 6.4.8, page no. 72	Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their	We request the client to give a cap on the liability part.	Refer Corrigendum No III

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply
		<p>Personnel for the period of consultancy.</p> <p>(b) Third Party liability insurance with a minimum coverage, for Rs. 1.00 million for the period of consultancy.</p> <p>(c) (i) The Consultant shall provide to NHIDCL Professional Liability Insurance (PLI) for a period of Five years beyond completion of Consultancy services or as per Applicable Law, whichever is higher.</p> <p>ii) The Consultant will maintain at its expense PLI including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement,</p> <p>(A) For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR (B) proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to</p>		

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply
		cover such a liability, whichever of (A) or (B) is higher.		
25.	6.10 Liquidated damages, page no. 68	If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees.	We request the client to amend the penalty up to maximum 0.5% of the total contract fees.	As per RFP.
26.	Table-1: Minimum Qualification Criteria, Pg22	Work order along with the completion certificate issued by the Authority.	We understand that there may be situations where, despite project completion within the current fiscal year, the official completion certificate from the Authority has not been received. To ensure the smooth processing of such cases, we kindly request the Authority to accept a CA certificate as valid documentation to confirm project completion	Refer Corrigendum No III
27.	Table-2: Technical Evaluation Criteria, B1, Pg23	Number of transaction advisory assignments completed in Transport/ Logistics Sector with Government Authority (Centre or State / PSUs) or their agencies in India in the Last 07 years from bid	Given the limited number of successful transactions in Transport / Logistics sector in India over the past decade, we request Authority to modify the clause as below:	Refer Corrigendum No III

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply
		due date with minimum work order value of INR 1 Cr.	"Number of Transaction Advisory Assignments completed in Transport/ Logistics Sector with Government Authority (Centre or State/PSUs) or their agencies in India in the last 10 years from bid due date with minimum work order value of INR 50 lakhs each	
28.	Table-2: Technical Evaluation Criteria, B1, Pg23	Number of transaction advisory assignments completed in Transport/ Logistics Sector with Government Authority (Centre or State/PSUs) or their agencies in India in the Last 07 years from bid due date with minimum work order value of INR 1 Cr.	We propose that the Authority adopt a standard industry practice by considering ongoing projects that have received at least 80% of their contracted fees as 'Completed Projects	Refer Corrigendum No III
29.	Table-2: Technical Evaluation Criteria, B2, Pg23	Experience of preparation of Prefeasibility / Feasibility Report including PPP structuring, preparation of bid documents and assist Client in Bid Process Management for selection of Developer / Concessionaire for an infrastructure project (all activities in a single project), with a minimum project cost of Rs. 250 Crores without cost of land, in India in last 7 years from Proposal Due Date	<p>We acknowledge that some projects may not involve all stages of the project lifecycle, including feasibility studies, preparation of bid documents and bid process management. To ensure a fair evaluation, we kindly request the Authority to consider similar projects as eligible, even if they do not have experience in all specific activities.</p> <p>Therefore, we request Authority to modify the clause as below:</p> <p><i>"Experience of preparation of Prefeasibility/ Feasibility Report including PPP structuring, preparation of bid</i></p>	As per RFP.

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply
			<i>documents and assist Client in Bid Process Management for selection of Developer/ Concessionaire for an infrastructure project (all activities in a single project), with a minimum project cost of Rs. 250 Crores without cost of land, in India in last 10 years from Proposal Due Date"</i>	
30.	Table-2: Technical Evaluation Criteria, B2, Pg23	Experience of preparation of Prefeasibility / Feasibility Report including PPP structuring, preparation of bid documents and assist Client in Bid Process Management for selection of Developer/ Concessionaire for an infrastructure project (all activities in a single project), with a minimum project cost of Rs. 250 Crores without cost of land, in India in last 7 years from Proposal Due Date.	We understand that ongoing projects will also be considered under this criterion. Please confirm!	As per RFP
31.	Section 5, ToR, Clause 5.6 – Teaming Arrangements, Pg52	Technical Expert I- Infrastructure Financing Expert: Bachelor's degree in Engineering with masters in Finance or equivalent.	We believe that the requirement of a bachelor's degree in Engineering for Infrastructure Financing and Transport/Logistics Infrastructure Experts is overly restrictive. A bachelor's degree in any field should be sufficient to meet the project's needs.	Refer Corrigendum No III.

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply
		<p>Should have a minimum experience of 12 years in areas of infrastructure financing/ investment promotion, especially in transport / Logistics infrastructure</p> <p>Technical Expert (Transport/ Logistical Infrastructure Expert:</p> <p>Bachelor's Degree in Engineering with Masters in Finance or Equivalent</p> <p>Should have a minimum experience of 12 years in area transport/ logistics infrastructure development</p>	<p>ii. We would also request the Authority to consider reducing the minimum experience requirement from 12 to 10 years for both Technical Expert positions. This will allow a wider pool of qualified candidates to be considered.</p>	As per RFP
32.	Liability of the Consultant		<p>The clause of limitation of consultant's liability to the contract value or the consultancy fee helps in accounting the risks involved for the bidder against that tender opportunity. Considering the same, we would request the authority to kindly include the new liability clause as follows:</p>	Refer Corrigendum No III

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply
			<i>"In no circumstances shall Consultant's total liability for any direct damages under this Contract exceed the Fee paid to Consultant. Consultant shall not be liable to Client in tort (including negligence), breach of contract, breach of statutory duty or otherwise due to, under and/or arising out of or in connection with this Contract to the extent such loss or damage is consequential, indirect, special, or punitive, whether Client had been advised of the likelihood of any such loss or damage".</i>	
33.	Pg. No. 19 Tentative schedule for selection process	Proposal Due Date – 10-12-2024	We request you to kindly extend the defined submission deadline by three (3) weeks from the date of issuance of the response to the pre bid queries.	Refer Corrigendum No III
34.	Pg. No. 7 Section 2: Instructions to Bidders	2.1.10 Joint venture or Consortium is not permitted	It is our kind submission that as per the Bar Council of India guidelines, Transaction Advisory / Accounting firms are not eligible to provide Legal consultancy / advise. Since the scope envisaged for this engagement is inclusive of Legal and Technical scope of services sub consultancy / activities. We request you to kindly allow Sub consultancy.	Refer Corrigendum No III
35.	Pg. No. 23	B1 - Number of transaction advisory assignments completed in Transport / Logistics Sector with Government	We request you to kindly modify this criterion as below:	Refer Corrigendum No III

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply
	Technical Evaluation Criteria B. Experience of Transaction Advisory in Transport / Logistical sectors.	Authority (Centre or State/PSUs) or their agencies in India in the Last 07 years from bid due date with minimum work order value of INR 1 Cr.	B1. Number of transaction advisory assignments Completed / Substantially completed (duly certified by client) in Transport / Logistics Sector with Government Authority (Centre or State/PSUs) or their agencies in India and abroad in the Last 10 years from bid due date with minimum work order value of INR 0.50 Cr. / US\$ 1,00,000.	
36.	Pg. 52 Teaming Arrangements	<p>Project director cum PPP Expert: Graduate in Engineering with Masters in Finance/ CA/ CMA or equivalent.</p> <p>Technical Expert- I Infrastructure Financing Expert: Bachelors in Engineering with Masers in Finance or equivalent</p> <p>Procurement & contract management expert: Bachelors in Engineering with Masters in Law / management or equivalent</p> <p>Support Analyst:</p>	<p>Project director cum PPP Expert: Graduate in Engineering with Masters in Finance/ CA/ CMA/MBA or equivalent.</p> <p>Technical Expert- I Infrastructure Financing Expert Bachelors in Engineering with Masters in Finance/MBA or equivalent</p> <p>Procurement & contract management expert: Post Graduate in Law/ management or equivalent</p> <p>Support Analyst:</p>	Refer Corrigendum No III

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply
		<p>Bachelor's Degree in Engineering with Masters in Management/ Finance/ equivalent</p> <p>Should have a min 5 years of experience in areas of project management/investment promotion/ market analysis</p>	<p>Bachelors Degree in Engineering/ equivalent</p> <p>Should have a min 03 years of experience in areas of project management/investment promotion/ market analysis</p>	
37.	<p>Pg. No. 10</p> <p>Preparation of proposal (2.5.5)</p>	<p>The Proposals must be digitally pre-signed by the Authorized Representative (the Authorized Representative) as detailed below:</p> <p>i. by the proprietor in case of a proprietary consultant.</p> <p>ii. by a partner, in case of a partnership consultant and/or a limited liability partnership; or</p> <p>iii. by a duly authorized person holding the Power of Attorney/Board Resolution, in case of a Limited Company or a corporation.</p>	<p>Deloitte Touche Tohmatsu India LLP (DTTILLP) is a Limited Liability Partnership (LLP) under LLP Act 2008. The Firm through its designated partner has issued a list of authorized signatories for and on behalf of DTTILLP for minority of the operational matters. These authorized signatories are severally authorized to sign, execute the necessary documents, writings in connection with proposals, contracts, agreements, reports, documents etc. These authorized signatories are also authorized to represent DTTILLP before the concerned Government, semi-Government and any other statutory authority (ies) in connection with the client engagement including submitting the proposal.</p> <p>Hence, we request the Authority to consider 'Board Resolution indicating the</p>	Accepted.

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply																																
			list of authorized signatories duly signed by Designated Partners of the firm (duly certifying the authorized signatories), instead of the Power of Attorney as per the format provided.																																	
38.	Pg. No. 54 Deliverables & Payments	The key deliverables to be submitted by the Consultant and associated timelines are as mentioned in the below table:	It is our submission that the payments terms shall commensurate time and efforts put in by the consultant during the Feasibility and Drafting the Bid documents, thus we request you to kindly modify the Payment Milestones as below:	As per RFP.																																
		<table><tr><td>Inception Report</td><td>10%</td></tr><tr><td>Baselining and benchmarking report</td><td>5%</td></tr><tr><td>Market potential report, Emerging Trends and Benchmarks</td><td>5%</td></tr><tr><td>Commercialization Strategy & Financial Model</td><td>10%</td></tr><tr><td>Value proposition and Outreach & Finalisation of the bid document</td><td>5%</td></tr><tr><td>Release of RFP for Selection of Developer</td><td>10%</td></tr><tr><td>Conclusion of Tender Process and Selection of Developer</td><td>15%</td></tr><tr><td>Achieving Commercial Closure with selected developer and signing of Investment Memorandum</td><td>15%</td></tr></table>	Inception Report		10%	Baselining and benchmarking report	5%	Market potential report, Emerging Trends and Benchmarks	5%	Commercialization Strategy & Financial Model	10%	Value proposition and Outreach & Finalisation of the bid document	5%	Release of RFP for Selection of Developer	10%	Conclusion of Tender Process and Selection of Developer	15%	Achieving Commercial Closure with selected developer and signing of Investment Memorandum	15%	<table><tr><td>Inception Report</td><td>10%</td></tr><tr><td>Baselining and benchmarking report</td><td>10%</td></tr><tr><td>Market potential report, Emerging Trends and Benchmarks</td><td>10%</td></tr><tr><td>Commercialization Strategy & Financial Model</td><td>10%</td></tr><tr><td>Value proposition and Outreach & Finalisation of the bid document</td><td>5%</td></tr><tr><td>Release of RFP for Selection of Developer</td><td>15%</td></tr><tr><td>Conclusion of Tender Process and Selection of Developer</td><td>15%</td></tr><tr><td>Achieving Commercial Closure with selected developer and signing of Investment Memorandum</td><td>10%</td></tr></table>	Inception Report	10%	Baselining and benchmarking report	10%	Market potential report, Emerging Trends and Benchmarks	10%	Commercialization Strategy & Financial Model	10%	Value proposition and Outreach & Finalisation of the bid document	5%	Release of RFP for Selection of Developer	15%	Conclusion of Tender Process and Selection of Developer	15%	Achieving Commercial Closure with selected developer and signing of Investment Memorandum	10%
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		Mobilisation of Developer at Site	15%	Mobilisation of Developer at Site	5%	
		Final Project Report	10%	Final Project Report	10%	
39.	Pg. No. 54 Deliverables & Payments	Upon achievement of the above-mentioned milestones, the invoices should be submitted along with complete details of the work undertaken, supporting documents as well as copies of the work/ material / produced for which the bills are submitted. The payment shall be released only after acceptance of the required work detailed in the RFP Document against the corresponding deliverable by the corresponding NHIDCL nodal officers. Should there be any observation to correct the key submission deliverables, same would be communicated; else it would be deemed to be accepted and payment shall be processed. The consultant will rectify any shortcoming in the invoice, if pointed out and resubmit within 7 days' time for its payments.		We request the Authority to confirm, if any of the components of development of MMLP fails to attract any bid or has to be dropped for any reasons whatsoever, what will be the mechanism for revision of fee or will the fee be reduced on a pro-rata basis for consideration purposes?		As per RFP
40.	Pg. No. 19	It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, its		We suggest kind deletion of this clause or the condition as per the clause to be mutual since no party should not be asked		As per RFP

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	Miscellaneous (2.14.3)	employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.	to waive its rights as it is against the principles of natural justice.	
41.	Pg. No. 27 Form 3A: Proposal Submission Form	11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Consultant or in connection with the selection process itself in respect of the above-mentioned Project.	We suggest kind deletion of this clause or the condition as per the clause to be mutual since no party should not be asked to waive its rights as it is against the principles of natural justice	As per RFP
42.	Pg. No. 63 Cessation of Rights and Obligations (6.3.3)	Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations	We request you to kindly modify this criterion as below since to the best of our understanding these should not survive perpetuity	As per RFP

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply
		as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 6.5 hereof, (iv) the rights of indemnity of the Client specified in clause 6.13.2 and (v) any right which a Party may have under the Applicable Law.		
43.	Pg. No. 68 Responsibility for accuracy of project documents (6.9)	<p>General</p> <p>6.9.1.1 The Consultant shall be responsible for accuracy of the submissions and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the details including financial model, draft contracts etc. if required during the execution of the Services.</p> <p>6.9.1.2 The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the Client against any</p>	It is our kind submission to delete this clause since we do not vouch for accuracy of documents. Further, Consultant is required to indemnify the client against any inaccuracy in its work which might during implementation of the project.	As per RFP.

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply
		inaccuracy / deficiency in the submissions and the Client will bear no responsibility for the accuracy of the details submitted by the Consultants.		
44.	Additional Clauses		<p>We request you to kindly add the following clauses in purview of their relevance in terms of Risk perspective:</p> <p>i. NHIDCL ("Client") agrees that the DTTILLP ("Bidder") shall not be liable to CLIENT for any losses for an aggregate amount in excess of the fees paid by CLIENT to the Bidder under the contract.</p> <p>ii. CLIENT shall indemnify and hold harmless the Bidder for all losses and claims arising in connection with any third-party claim in relation to or pursuant to the contract or the services.</p>	Refer reply at S. No 10 of Corrigendum No III
			<p>iii. CLIENT shall not disclose to any third party the advice, opinions, reports or other work product of the Bidder provided hereunder without the prior express written consent of the Bidder.</p> <p>iv. If Client is a restricted entity, please add the below clause: CLIENT shall be</p>	As per RFP

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply
			<p>solely responsible for, among other things:</p> <p>(i) making all management decisions and performing all management functions;</p> <p>(ii) designating one or more individuals who possess suitable skill, knowledge, and/or experience, preferably within senior management to oversee the services;</p> <p>(iii) evaluating the adequacy and results of the services;</p> <p>(iv) accepting responsibility for the results of the Services; and</p> <p>(v) establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities.</p> <p>v. The Bidder may terminate this contract by a written notice to CLIENT if the Bidder determines that a law, regulation or anything having a similar import, or a circumstance (including cases where Client's ownership or constitution has changed), makes the Bidder 's performance of the contract impermissible or in conflict with</p>	

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply																
			independence or professional rules applicable to the Bidder. Upon termination, CLIENT agrees to pay the Bidder for all services performed up to the effective date of termination.																	
45.	Clause 2.6.3/ Page 11	The Applicant shall submit his online proposal including the details of EMD, Pre-Qualification Proposal, Technical Proposal and Financial Proposal respectively, on CPP Portal and NHIDCL website.	Please clarify, if the bid document is to be submitted only on CPP Portal or NHIDCL website as well. Since, clause 2.6.5 mentions The Applicant shall submit his proposal containing the details of EMD, Pre-Qualification Proposal, Technical Proposal and the Financial Proposal, on E-Procurement Portal. Which is in contradiction to clause 2.6.3.	Refer Corrigendum No III																
46.	Clause 5.7 Deliverables & Payment/ Page 53-54	<div>Deliverable and Payment terms:</div> <table><thead><tr><th>S. N o.</th><th>Deliverables</th><th>Targeted Timeline (weeks) T = Zero date</th><th>% Payment</th></tr></thead><tbody><tr><td>1</td><td>Inception Report Depicting methodology, timelines</td><td>T + 1</td><td>10%</td></tr></tbody></table>	S. N o.	Deliverables	Targeted Timeline (weeks) T = Zero date	% Payment	1	Inception Report Depicting methodology, timelines	T + 1	10%	<div>Request to please consider the Deliverable timelines and Payment terms as under:</div> <table><thead><tr><th>S. No .</th><th>Deliverables</th><th>Targeted Timeline (weeks) T = Zero date</th><th>% Payment</th></tr></thead><tbody><tr><td>1</td><td>Inception Report Depicting methodology, timelines and</td><td>T + 1</td><td>10%</td></tr></tbody></table>	S. No .	Deliverables	Targeted Timeline (weeks) T = Zero date	% Payment	1	Inception Report Depicting methodology, timelines and	T + 1	10%	As per RFP.
S. N o.	Deliverables	Targeted Timeline (weeks) T = Zero date	% Payment																	
1	Inception Report Depicting methodology, timelines	T + 1	10%																	
S. No .	Deliverables	Targeted Timeline (weeks) T = Zero date	% Payment																	
1	Inception Report Depicting methodology, timelines and	T + 1	10%																	

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications				Clarifications Requested				Reply
			and detailed work-plan of sub-activities in detail.				detailed work-plan of sub-activities in detail.			
		2	Baselining and benchmarking report Existing infrastructure landscape and connectivity to nearby economic centres, leveraging lessons from similar developments nationally / globally that	T + 4	5%	2	Baselining and benchmarking report Existing infrastructure landscape and connectivity to nearby economic centres, leveraging lessons from similar developments nationally / globally that helped enhance value/ price.	T + 4	10%	
						3	Market potential report, Emerging Trends and Benchmarks Upcoming supply in markets,	T + 6	10%	

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications			Clarifications Requested			Reply
			helped enhance value/ price.					
		3	Market potential report, Emerging Trends and Benchmarks Upcoming supply in markets, current and estimated future price trends, key value drivers and potential white spaces and Map the	T + 6	5%	4	Commercialization Strategy & Financial Model Priority asset classes, Development phasing plan, Pricing strategy & matrix for assets, dev. models, investor classes; Overall business plan and financial	T + 9 15%

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications			Clarifications Requested				Reply
			emerging trends with regards to new concept formats, development models, pricing mechanisms			model with sensitivity & scenario analysis; ROI Assessment			
		4	Commercialization Strategy & Financial Model Priority asset classes, Development phasing plan, Pricing strategy & matrix for assets, dev.	T + 9	10%	5 Value proposition and Outreach & Finalisation of the bid document Value proposition for potential investors; Customized pitch decks for investors and prioritized asset classes and other inputs / notes; Next steps for engagement with each potential investor and finalisation of	T + 12	10%	

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications			Clarifications Requested	Reply
			ed pitch decks for investors and prioritized asset classes and other inputs / notes; Next steps for engagement with each potential investor and finalisation of Bid document for onboarding of the Concessionaire.			
		6	Release of RFP for Selection of Developer	T + 14	10%	

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications				Clarifications Requested	Reply
		7	Conclusion of Tender Process and Selection of Developer	T +20	15%		
		8	Achieving Commercial Closure with selected developer and signing of Investment Memorandum	T + 24	15%		
		9	Mobilisation of Developer at Site	T + 25	15%		
		10	Final Project Report	T + 26	10%		
47.	Clause No 5.5.3 / Page 50	Mapping emerging trends and defining Commercialization strategy viii.				Request the Authority to kindly confirm: Ref Cl. 5.5.3(viii)	As per RFP.

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply
		ix. Analyse/ study the various upfront environmental clearances (EC/CRZ/FC as applicable).	That in the event of any modification to the scope, all such changes to the master shall be undertaken by the NHIDCL. Reference clause: 5.5.3(ix) - All requisite approvals (EC/CRZ/FC) shall be obtained by NHIDCL?	
48.	Clause No 5.5.6 / Page 50	Financial Feasibility, PPP Structuring and Bid process management Finalisation of Bid Document using Model Concession Agreement for MMLPs issued by MoRT&H vide Office Memorandum ref no H-39011/09/2020-P&P (Log) dated 07.11.2021 and to be read with Office Memorandum ref no H-39011/09/2020-P&P (Logistics (Computer No. 185714)) dated 27.05.2022 and further amendments, if any, for onboarding the Concessionaire.	Ref Cl. 5.5.6(viii) - Request the authority to kindly confirm that, all technical schedules forming part of the draft concession agreement shall be prepared by NHIDCL and shared with the consultant for compilation purposes	Finalisation of draft concession agreement along with its schedules & other annexures shall be done by the Consultant. NHIDCL will provide the necessary technical information required for the same, if any.
49.	Clause No 5.6 Teaming Arrangements (SI No 4) / Page 53	SI No 4 - Procurement & Contract Management Expert Bachelor's degree in Engineering with Masters in Law /Management / equivalent	Request the authority to please consider the following changes: Procurement & Contract Management Expert: Bachelor's degree in any discipline with Master's in law / management / equivalent	Refer Corrigendum No III

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply
50.	Clause 5.6 Teaming Arrangements (SI No 6) / Page 53	SI No 6 Support Analyst Support Analysts (2 No – to be stationed at Client's Office) i. Bachelor's degree in Engineering with Masters in Management / Finance / equivalent ii. Should have a minimum of 5 years of experience in areas of project management / investment promotion / market analysis, etc.	Request the authority to please accept the following criteria: ii. Should have a minimum of 3 years of experience in areas of project management / investment promotion / market analysis, etc.	As per RFP.
51.	Clause 5.7 Deliverables & Payment/ Page 53-54	Deliverables and Payment	Ref CI 5.7: Request the authority to kindly confirm that, in case of an unsuccessful bid process attempt, the authority suggests changes to the overall project structure resulting in revision of financial feasibility, the authority shall pay an additional sum to the consultant calculated based on mutual agreement.	As per RFP
52.	Clause 2.15/ Page 19	Tentative schedule for selection process Proposal Due Date - 10.12.2024	Ref CI 2.15: Request the authority for extension in proposal due date by 3 weeks from that date of issuance of replies to pre-bid by NHIDCL.	Refer Corrigendum No III.
53.	Technical Evaluation Criteria Pg no: 23	Number of transaction advisory assignments completed in Transport / Logistics Sector with Government Authority (Centre or State/PSUs) or their agencies in India in the Last 07 years from bid	We request the authority to kindly modify the clause as below: Number of transaction advisory assignments completed in Transport / Logistics / Road Infrastructure Sector with Government Authority (Centre or State/PSUs) or their agencies in India in	Refer Corrigendum No III

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply
		due date with minimum work order value of INR 1 Cr.	<p>the Last 07 years from bid due date with minimum work order value of INR 1 Cr.</p> <p>We further request the authority to consider ongoing projects for evaluation only if the Bidder has received 50% of the professional fees /assignment value for the project.</p>	
54.	<p>Technical Evaluation Criteria</p> <p>Pg no: 23</p>	Experience of preparation of Prefeasibility / Feasibility Report including PPP structuring, preparation of bid documents and assist Client in Bid Process Management for selection of Developer / Concessionaire for an infrastructure project (all activities in a single project), with a minimum project cost of Rs. 250 Crores without cost of land, in India in last 7 years from Proposal Due Date	<p>We request the authority to kindly modify the clause as below:</p> <p>Experience of preparation of Prefeasibility / Feasibility Report including PPP structuring, preparation of bid documents and assist Client in Bid Process Management for selection of Developer / Concessionaire for an infrastructure project (all activities in a single project), with a minimum project cost of Rs. 100 Crores without cost of land, in India in last 7 years from Proposal Due Date</p>	As per RFP.
55.	<p>5.6 Teaming Arrangements</p> <p>Pg no: 52</p>	<p>Project Director cum PPP Expert</p> <p>Minimum Qualifications & Experience</p> <p>i. Graduate in Engineering with Masters in Finance / CA / CMA</p>	<p>We request the authority to kindly modify the clause as below:</p> <p>Minimum Qualifications & Experience</p> <p>i. Graduate in Engineering/Commerce with master's in finance / management/ CA / CMA or Equivalent</p>	Refer Corrigendum No III

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications				Clarifications Requested	Reply																
56.	5.6 Teaming Arrangements Pg no: 52	Technical Expert I - Infrastructure Financing Expert Minimum Qualifications & Experience Bachelor's degree in Engineering with Masters in Finance or Equivalent				We request the authority to kindly modify the clause as below: Bachelor's degree in Engineering/Commerce with Masters in Finance/ Management or Equivalent	Refer Corrigendum No III																
57.	5.7 Deliverables & Payment: Pg no: 53	<table><tr><th>S.N o.</th><th>Deliverables</th><th>Targeted Timeline (weeks) T = Zero date</th><th>% Payment</th></tr><tr><td>1</td><td>Inception Report Depicting methodology, timelines and detailed work-plan of sub-activities in detail.</td><td>T + 1</td><td>10%</td></tr></table>	S.N o.	Deliverables	Targeted Timeline (weeks) T = Zero date	% Payment	1	Inception Report Depicting methodology, timelines and detailed work-plan of sub-activities in detail.	T + 1	10%	<table><tr><th>S. No</th><th>Deliverables</th><th>Targeted Timeline (weeks) T = Zero date</th><th>% Payment</th></tr><tr><td>1</td><td>Inception Report Depicting methodology, timelines and detailed work-plan of sub-activities in detail.</td><td>T + 1</td><td>10%</td></tr></table>				S. No	Deliverables	Targeted Timeline (weeks) T = Zero date	% Payment	1	Inception Report Depicting methodology, timelines and detailed work-plan of sub-activities in detail.	T + 1	10%	As per RFP.
S.N o.	Deliverables	Targeted Timeline (weeks) T = Zero date	% Payment																				
1	Inception Report Depicting methodology, timelines and detailed work-plan of sub-activities in detail.	T + 1	10%																				
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Query No.	Clause No and Page No.	Content of the RFP requiring clarifications				Clarifications Requested				Reply
		2	Baselinin g and benchmar king report Existing infrastru cture landsca pe and connecti vity to nearby economi c centres, leveragi ng lessons from similar develop ments nationall y / globally that helped enhance value/	T + 4	5%	2	Baselining and benchmarking report Existing infrastructure landscape and connectivity to nearby economic centres, leveraging lessons from similar development s nationally / globally that helped enhance value/ price.	T + 4	10%	
						3	Market potential report, Emerging Trends and Benchmarks Upcoming supply in markets,	T + 6	15%	

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications				Clarifications Requested				Reply
			price.				current and estimated future price trends, key value drivers and potential white spaces and Map the emerging trends with regards to new concept formats, development models, pricing mechanisms			
		3	Market potential report, Emerging Trends and Benchmarks		T + 6	5%				
	Upcoming supply in markets , current and estimated future price trends, key value drivers and potential white spaces and Map			4	Commercialization Strategy & Financial Model					
					Priority asset classes, Development phasing plan, Pricing strategy & matrix for assets, dev. models,	T + 9	15%			

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications				Clarifications Requested			Reply
			the emerging trends with regards to new concept formats, development models, pricing mechanisms			investor classes; Overall business plan and financial model with sensitivity & scenario analysis; ROI Assessment			
		4	Commercialization Strategy & Financial Model Priority asset classes, Development phasing plan, Pricing strategy & matrix	T + 9	10%	5 Value proposition and Outreach & Finalisation of the bid document Value proposition for potential investors; Customized pitch decks for investors and prioritized asset classes and other inputs / notes; Next steps for	T + 12	10%	

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications			Clarifications Requested			Reply
			for assets, dev. models, investor classes; Overall business plan and financial model with sensitivity & scenario analysis; ROI Assessment					
		5	Value proposition and Outreach & Finalisation of the bid document	T + 12	5%			
					6	engagement with each potential investor and finalisation of Bid document for onboarding of the Concessionaire.		
					7	Release of RFP for Selection of Developer	T + 14	10%
					8	Conclusion of Tender Process and Selection of Developer	T + 20	10%
					9	Achieving Commercial Closure with selected developer and signing of Investment Memorandum	T + 24	05%
						Mobilisation of Developer at Site	T + 25	05%

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications				Clarifications Requested				Reply
			proposition for potential investors; Customized pitch decks for investors and prioritized asset classes and other inputs / notes; Next steps for engagement with each potential investor and finalisation of Bid document			10	Final Project Report	T + 26	10%	

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications				Clarifications Requested	Reply
			nt for onboarding of the Concessionaire.				
		6	Release of RFP for Selection of Developer	T + 14	10%		
		7	Conclusion of Tender Process and Selection of Developer	T +20	15%		
		8	Achieving Commercial Closure with selected developer and signing of Investment Memorandum	T + 24	15%		

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications				Clarifications Requested	Reply
		9	Mobilisation of Developer at Site	T + 25	15%		
		10	Final Project Report	T + 26	10%		
58.	6.5.2 Removal and/or Replacement of Key Personnel Pg no: 65	<p>The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel</p> <p>to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances. During the course of providing services, substitution of key personnel would call for reduction and the reduced remuneration will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement.</p> <p>Thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent</p>				<p>We request the authority to kindly modify the clause as below:</p> <p>During the course of providing services, substitution of key personnel would call for one time reduction of 10% against the originally agreed remuneration of key personnel.</p> <p>We request the authority to kindly waive off the reduction in remuneration due to replacement/substation of experts, as the Bidder shall be replacing the expert with equally or better qualified and experienced candidate acceptable to the Client</p>	As per RFP.

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply
		replacement i.e. 70%, 60% and so on.		
59.	Additional Clause	Indemnity Clause	We suggest that indemnity should be mutual, and the Consultant shall also be indemnified by the Client for any third-party claims and for claims arising due to any fraud, misrepresentation or omission of facts by the Client or its personnel.	As per RFP.
			The aggregate liability of Consultant/ Bidder under this clause shall be capped to the fees paid by the Client to the Consultant/ Bidder for the assignment.	Refer Corrigendum No III
60.	Additional Clause	Limitation of liability clause	We would request the authority to kindly add the Limitation of liability clause not exceed the total contract value under the Terms of Reference	Refer Corrigendum No III
61.	Additional Clause	Retention of copies of confidential information	We would request the authority to kindly add the Retention of copies of confidential information clause, which is required for legal or professional regulatory purposes, under the Terms of Reference	Not Agreed
62.	Additional Clause	Compelled disclosure of confidential information and termination right	We would request the authority to kindly add the Compelled disclosure of confidential information and termination right clause under the Terms of Reference	Not Agreed
63.	Additional Clause	Parent Company/Associate Company	We request the authority to consider the Credentials of parent company/	Refer Corrigendum No III

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply
			<p>subsidiary company /Associate Company of the bidder.</p> <p>Multi-National Companies have different organizations/subsidiaries to deliver varied set of services to clients in India to avoid institutional risks. Considering this aspect, we humbly request the authority to allow the Credentials of the parent company/ subsidiary company /Associate Company of the bidder to be incorporated which has been an established and widely operational company in India for more than 20 years and is undertaking the advising of Government projects.</p>	
64.	<p>2.15 Tentative schedule for selection process</p> <p>Pg no: 19</p>	The Last date and time for submission of Bid is 10-12-2024	<p>We have carefully examined the RFP and we are keen to participate and extend our services acknowledging the vision and objectives of the department.</p> <p>Considering the requirement of Key personnel identification & EMD requirements, the time period given for submission is not sufficient and hence request for an extension of at least Three (3) weeks from the date of Response to queries.</p>	Refer Corrigendum No III
65.	<p>Clause No.2.1.10</p> <p>Page No. 07</p>	Joint venture or Consortium is not permitted	We request the Authority to kindly allow, Joint Venture/ Consortium as this can encourage broader participation in the project.	Refer Corrigendum No III

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply
66.	Clause No.2.3 Page No. 09	Bid Security	We would like to request the Authority to kindly exempt the Bid Security for MSME registered bidders as per applicable government policies supporting MSMEs.	Refer Corrigendum No III
67.	Clause No. 2.16 Page No. 22	Financial capacity Bidder to be an organization with a minimum average annual turnover of more than INR 100 Cr from Consulting and Advisory Services in India in last 3 years	We have the requested project experience, and as a DEA empanelled transaction advisor, we kindly request that the financial eligibility requirement be relaxed to a turnover of Rs. 30 crores, enabling us to participate in the subject bid	As per RFP
68.	Clause No. 2.16 Page No. 23	Annual Turnover Average annual turnover of the Bidder in last 3 financial years from Consulting & Advisory Services in India <ul style="list-style-type: none"> • INR 100 Cr. to less than INR 150Cr. (3 marks) • INR 150 Cr. to less than INR 200 Cr. (6 marks) • INR 200 Cr. to less than INR 250 Cr. (9 marks) • INR 250 Cr. to less than INR 300 Cr. (12 marks) INR 300 Cr. and above (15 marks)	We kindly request the Authority to reconsider the annual turnover marking criteria as follows: Average annual turnover of the Bidder in last 3 financial years from Consulting & Advisory Services in India <ul style="list-style-type: none"> • INR 10 Cr. to less than INR 15 Cr. (3 marks) • INR 15 Cr. to less than INR 20 Cr. (6 marks) • INR 20 Cr. to less than INR 25 Cr. (9 marks) • INR 25 Cr. to less than INR 30 Cr. (12 marks) INR 30 Cr. and above (15 marks)	As per RFP.

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply
69.	Clause No. 2.16 Page No. 23	Experience of preparation of Prefeasibility / Feasibility Report including PPP structuring, preparation of bid documents and assist Client in Bid Process Management for selection of Developer / Concessionaire for an infrastructure project (all activities in a single project), with a minimum project cost of Rs. 250 Crores without cost of land, in India in last 7 years from Proposal Due Date	We kindly request the Authority for relaxing the project cost threshold to Rs.100 Cr to ensure a wider pool of eligible bidders with relevant expertise	As per RFP
70.	Clause No. 2.16 Page No. 25	All team members must be available in Delhi NCR at all times and shall visit NHIDCL HQ for meetings, discussions, guidance for the work assigned or as required by Client.	Given our presence in both Bangalore and Delhi, we request the Authority that this clause be relaxed to allow team members to visit NHIDCL HQ occasionally as required, while being based in their respective offices.	As per RFP.
71.	Clause No. 2.16 Page No. 25	The Support Analysts shall be stationed at Client's Office for day to day coordination and support activities	Considering the assignment's duration of six months, we request that this clause be removed to avoid incurring significant costs for on-site deployment	As per RFP.
72.	Clause No. 5.6 Page No. 52	Technical Expert II Transport / Logistical Infrastructure Expert: Should have experience in operational management of MMLPs / similar developments	As consultants, our Transport/Logistical Infrastructure Experts typically possess advisory experience rather than operational management expertise. We request this criterion be revised to reflect advisory experience for transport / logistics-related infrastructure projects	As per RFP.
73.	P.No 50: Clause 5.5.3	Assessment: Conducting a detailed mapping of existing & upcoming	What specific methodologies and tools are expected to be used for the market	The methodologies and tools utilized shall be proposed by the Consultant for


Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply
		supply of relevant asset classes and identifying suitable product mix for the MMLP.	and consumer potential assessment, and how will the findings impact the project?	NHIDCL's approval. The assessment is expected to bring out suitable product mix for the MMLP that offers best value to NHIDCL.
74.	P.No 52: Clause 5.5.7	Support in Tendering Process and Deal Closure: Supporting in outreach and engagement with various bidders as part of the transaction process.	What level of support is expected from the consultant during the tendering process and deal closure, and what are the key deliverables in this phase?	The Consultant is expected to support NHIDCL in drafting various documents related to the transaction process, including conducting discussions with potential concessionaires and conducting techno-commercial evaluation of proposals. The list of deliverables maybe referred from Clause 5.7 of the RFP.
75.	P.No 49: Clause 5.5.1	Baselining and Benchmarking: Understanding existing master plan, built infrastructure, and assessing overall suitability of the site for commercialization	Can you provide more details on the specific deliverables expected from the baselining and benchmarking activities? Are there any particular benchmarks or standards that should be used?	The baselining & benchmarking activities are expected to identify suitable product mix and strategies related to pricing / revenues, operations management, etc. inline to similar assets in India / abroad. The outcome of this stage shall be utilized in devising commercialization strategy for MMLP.
76.	P.No 50: Clause 5.5.2	Market and Consumer Potential Assessment: Conducting a detailed mapping of existing & upcoming supply of relevant asset classes and identifying suitable product mix for the MMLP.	What specific methodologies and tools are expected to be used for the market and consumer potential assessment? How will the findings impact the overall project strategy?	The methodologies and tools utilized shall be proposed by the Consultant for NHIDCL's approval. The assessment is expected to bring out suitable product mix for the MMLP that offers best value to NHIDCL.
77.	P.No 50: Clause 5.5.3	Mapping Emerging Trends and Defining Commercialization Strategy: Evaluating addressable	Can you elaborate on the expected outcomes of the commercialization strategy? Are there any specific metrics or	The commercialization strategy shall provide NHIDCL with plan that offers best commercial returns. The metrics / KPIs for the same needs to be developed by

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply
		market & key drivers to determine an optimal asset mix strategy.	KPIs that will be used to measure success?	the selected Consultant in consultation with NHIDCL.
78.	P.No 51: Clause 5.5.4	Refining Value Proposition and Outreach Plan: Refining value proposition for potential developers and investors for prioritized assets and land parcels.	What level of detail is required in the promotional materials and outreach plans? Are there any specific target audiences or stakeholders that need to be prioritized?	The intent of this stage is to provide potential bidders with adequate information to enable them submit a competitive proposal. The target audience for the same needs to be identified by the selected bidder in consultation with NHIDCL.
79.	P.No 51: Clause 5.5.5	Conduct Structured Outreach and Build Robust Lead Pipeline: Continuously scanning market reports to identify qualified leads / companies with announced investment / expansion plans.	Can you provide more details on the expected process for building and managing the lead pipeline? What tools or systems should be used for tracking and reporting?	The activity related to outreach and managing lead pipeline is expected to enhance number of bidders during the bid process. The tools and systems to achieve the same needs to be proposed by the selected bidder in consultation with NHIDCL.
80.	P.No 52: Clause 5.5.6	Financial Feasibility, PPP Structuring, and Bid Process Management: Developing financial models and structuring approaches for the project.	What specific financial models and structuring approaches are expected to be used? Are there any preferred PPP models or frameworks that should be considered?	The options related to selection of suitable financial model and structuring shall be proposed by selected bidder. The options of PPP framework is also expected from the selected bidder.
81.	P.No 59: Clause 6.1.7	Taxes and Duties: Consultants, sub-consultants, and their personnel must pay applicable taxes and duties.	Can you clarify the specific taxes and duties that the consultants, sub-consultants, and their personnel are required to pay? Are there any exemptions or special considerations?	The consultant shall assess its liabilities related to applicable taxes and duties.
82.	P.No 65: Clause 6.5.2	Removal and/or Replacement of Key Personnel: During the course of providing services, substitution of key personnel would call for reduction and the reduced	This clause works against the spirit of trust between client and transaction advisor especially when it is a milestone based contract.	As per RFP.

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply
		remuneration will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel against first replacement, thereafter reduction at the rate of 10% of the original quoted rates in respect of each subsequent replacement i.e. 70%, 60% and so on.	Why should transaction advisor be penalized?	
83.	P.No 71: Clause VIII	Use of Documents: Restrictions on the use of documents prepared by the consultants.	What are the restrictions on the use of documents prepared by the consultants? Are there any specific guidelines for sharing or publishing these documents?	The documents prepared by the selected consultant during the course of engagement shall be NHIDCL's property and shall not be disclosed to other parties without prior approval of NHIDCL in writing.
84.	P.No 71: Clause IX	Liability of the Consultants: Specific liabilities of the consultants.	What are the specific liabilities of the consultants under this contract? Are there any limitations or exclusions to this liability?	Refer Corrigendum No III
85.	Table-1 & 2 Minimum Qualification Criteria Page No. 22 & 23 S. No. 3	Financial capacity: Bidder to be an organization with a minimum average annual turnover of more than INR 100 Cr from Consulting and Advisory Services in India in last 3 years (FY 2021-22, FY 2022-23 and FY 2023-24).	We request the Authority to kindly consider the Average annual turnover Rs. 50 Cr. in last 3 years	As per RFP.
86.	Table-1 & 2 Minimum Qualification	Technical capacity: Bidder should have completed 2 assignments related to Transaction Advisory services in Transport / Logistics sector in India in the last 07 years	We request the Authority to kindly consider Overall Experience of Bidder in Providing Transaction Advisory Services for an Infrastructure Project	Refer Corrigendum No III

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply
	Criteria Page No. 22 & 23 S. No. 4 & B2	with a minimum work order value (inclusive of taxes) of INR 1 Cr each. Experience of preparation of Prefeasibility / Feasibility Report including PPP structuring, preparation of bid documents and assist Client in Bid Process Management for selection of Developer / Concessionaire for an infrastructure project (all activities in a single project), with a minimum project cost of Rs. 250 Crores without cost of land, in India in last 7 years from Proposal Due Date		
87.	Table 1 of Clause 2.7.1, Clause 2.7.1, Clause 2.8, Clause 2.9.5 of section 2	Financial Capacity: Bidder to be an organization with a min average annual turnover of more than 100 crores from consulting and advisory services in India in the last 3 years (FY 2021-22, FY 2022-23 and FY 2023-24).	We request the Authority to kindly consider min average annual turnover of more than INR 20 Crore from consulting and Advisory services in India	As per RFP.
88.	2.16 Data Sheet, page no.22	Technical Capacity: Bidder should have completed 2 assignments related to Transaction Advisory services in transport Logistics sector in India in the last 07 years with a minimum work order value (incl. of taxes) of INR 1 Cr.	We request the authority to kindly consider "Bidder should have completed/ongoing assignments related to Transaction Advisory services in Transport/ Logistics sector in India in the last 07 years	Refer Corrigendum No III

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Reply
89.	2.1.10 of section 2: Instruction to Bidders	Joint venture or consortium is not permitted.	We request the authority to kindly allow joint venture/consortium. Furthermore, members in the consortium/ JV should jointly fulfil both financial capacity and technical capacity	Refer Corrigendum No III


 Mohammed Tajuddin,
 General Manager (T), Infra Division,
 Email: gm.infra@nhidcl.com